

RECEIVED

DEC 28 2009

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
 Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
1-1940	Split into	1			
	1-10567 &	1-10568			

2. The following **REQUIRED** information must be submitted with this form:

SUPPORT DATA

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **IN FILE # 1-1940**
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Bear Island Water Assoc. Inc.

4. New Owner/Claimant(s)

Thaddeus Ziegler

Name Connector (Check one): ☐ and ☐ or ☐ and/or

New Mailing Address

3206 Loma Vista Dr.

City, State and ZIP Code

Jamul CA 91935

New Telephone Number

619) 669-7667

Email: _____

5. Date you acquired the property

9/4/2009

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Matthew Ziegler

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
 Received by [Signature]
 Received by [Signature]
 Processed by AJ

 Date 12-28-09
 Date 12-28-09
 Date 12-28-09

 Receipt Amt. \$100.00
 Receipt No. E035518
 WR Date

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street
Rigby, ID 83442

Instrument # 379344
RIGBY, JEFFERSON, IDAHO
2009-09-04 01:58:58 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - RI
CHRISTINE BOULTER Fee: 6.00
Ex-Officio Recorder Deputy LKinghorn
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **311982-RI (lm)**

Date: **September 02, 2009**

For Value Received, **Jory Webb and Heidi Webb, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Thaddeus Ziegler, a single man**, hereinafter called the Grantee, whose current address is **3206 Loma Vista Drive, Jamul, CA 91935**, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

LOT 3, BLOCK 3, BEAR ISLAND ESTATES, DIVISION NO. 2, JEFFERSON COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED JULY 25, 1978, AS INSTRUMENT NO. 193423.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street
Rigby, ID 83442

Recorded Electronically	
ID	
County	Jefferson
Date	9-4-09 Time
Simplifile.com 800.460.5657	

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **311982-RI (lm)**

Date: **September 02, 2009**

For Value Received, **Jory Webb and Heidi Webb, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Thaddeus Ziegler, a single man**, hereinafter called the Grantee, whose current address is **3206 Loma Vista Drive, Jamul, CA 91935**, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

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Date: 09/02/2009

Warranty Deed
- continued

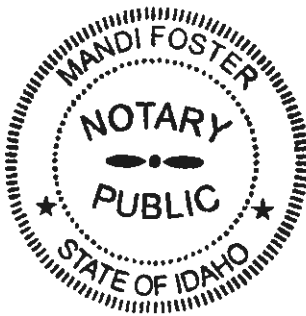
File No.: 311982-RI (1m)

Jory Webb
Jory Webb

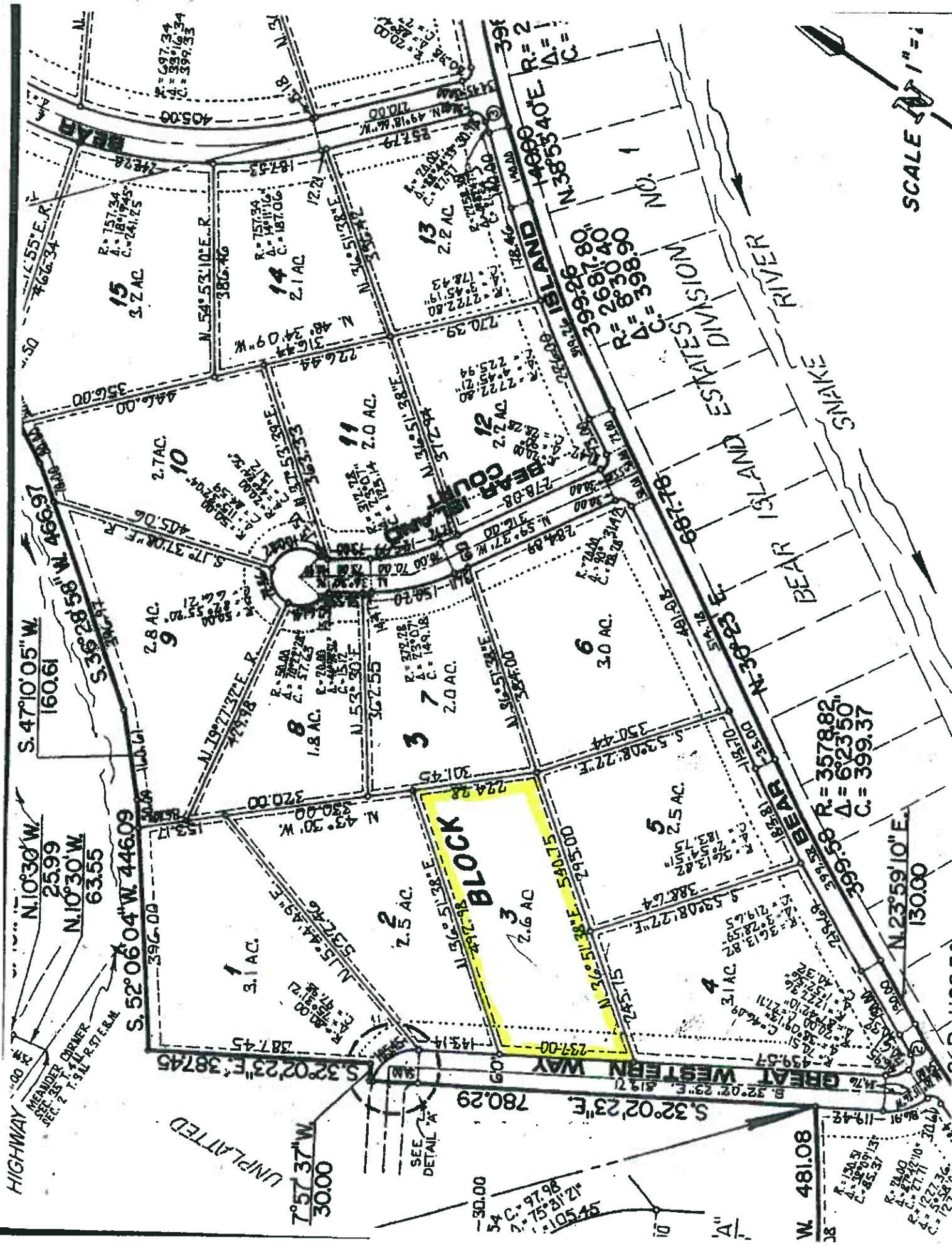
Heidi Webb
Heidi Webb

STATE OF Idaho)
SS.
COUNTY OF Jefferson)

On this 2nd day of September, 2009, before me, a Notary Public in and for said State, personally appeared **Jory Webb and Heidi Webb**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Mandi Foster
Notary Public for the State of Idaho
Residing at: Rigby
My Commission Expires: 3/28/11



SCALE 1" = 1'

a survey of the land upon which the heron. You should not rely upon it for any purpose other than information to the general location of the parcel or parcels depicted. The Company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

FIRST AMERICAN TITLE COMPANY

BEAR ISLAND ESTATES

DIVISION NO. 2

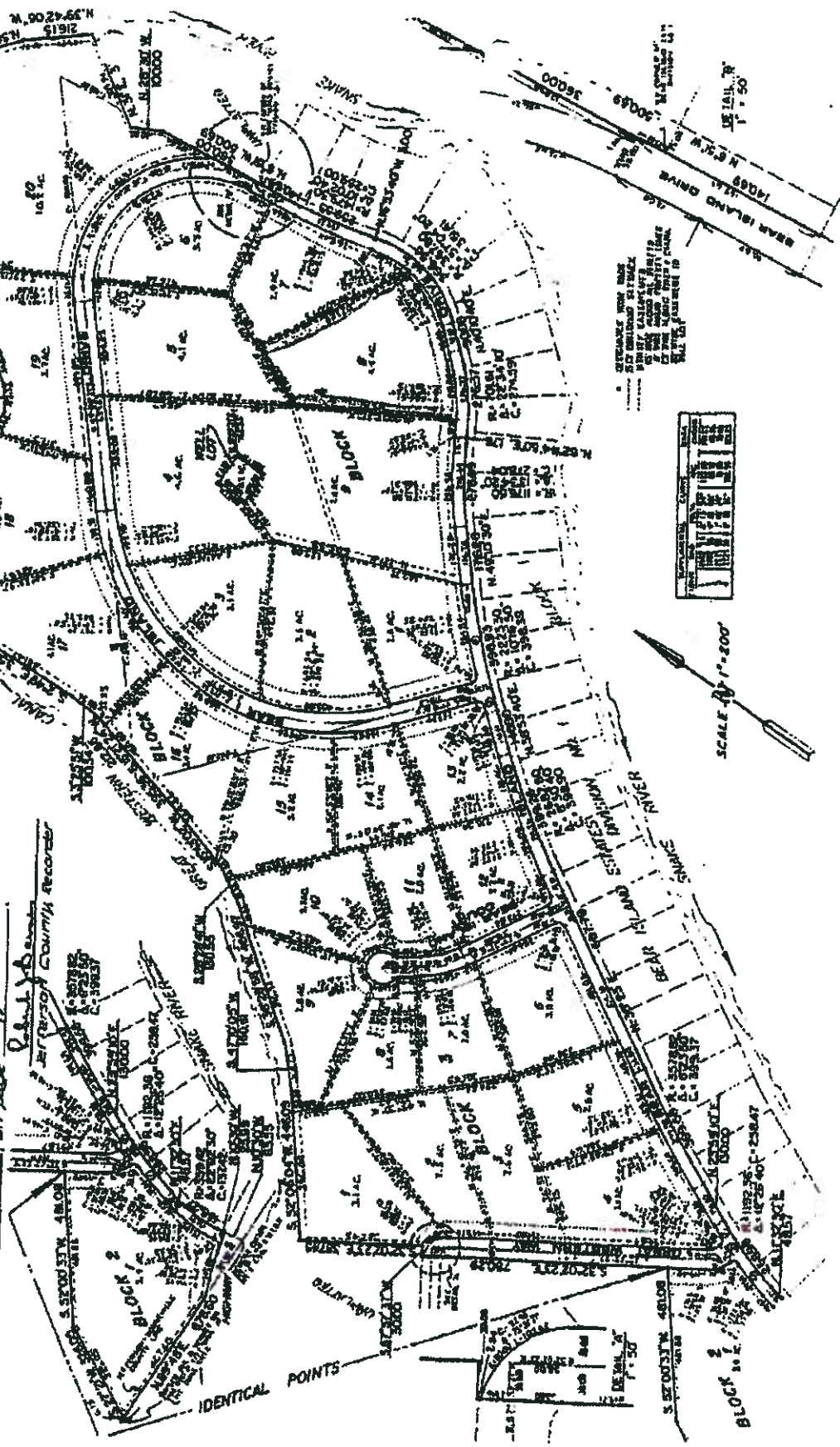
JEFFERSON COUNTY, IDAHO

A PORTION OF SECTIONS 36 & 38 T. 4N. R. 37 E. BM.
ELLMORTH ENGINEERING, INC.
IDAHO FALLS, IDAHO

RECORDER'S CERTIFICATE

I hereby certify that the foregoing map of the BEAR ISLAND ESTATES, DIVISION NO. 2, Jefferson County, Idaho, was filed for recording in the Office of the Recorder of Jefferson County, Idaho, on the 1st day of July, 1978, at 1:15 P.M., and recorded in the Recorder's Office on page 10000.

JEFFERSON COUNTY RECORDER



STAKE THE MARK
FOR BOUNDARY
BY THE CALLER
AND THE PROPERTY
OWNER AND THE
ENGINEER'S NAME
AND DATE

SECTION	TOWNSHIP	RANGE	ACRES
36	4N	37E	160.00
37	4N	37E	160.00
38	4N	37E	160.00
39	4N	37E	160.00

SCALE 1\"/>

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street
Rigby, ID 83442

Instrument # 379344
RIGBY, JEFFERSON, IDAHO
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Ex-Officio Recorder Deputy LKinghorn
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Electronically Recorded by Simplifile

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WARRANTY DEED

File No.: **311982-RI (Im)**

Date: **September 02, 2009**

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SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 09/02/2009

Warranty Deed
- continued

File No.: 311982-RI (1m)

Jory Webb
Jory Webb

Heidi Webb
Heidi Webb

STATE OF Idaho)
COUNTY OF Jefferson)
SS.

On this 2nd day of September, 2009, before me, a Notary Public in and for said State, personally appeared **Jory Webb and Heidi Webb**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Mandi Foster
Notary Public for the State of Idaho
Residing at: Rigby
My Commission Expires: 3/28/11

32 N 3167 E
Idaho Falls, ID 83402
February 16, 2010

RECEIVED

FEB 17 2010

Department of Water Resources
Eastern Region

To Whom It May Concern:

As the Bear Island Water Association, we recognize Tad Zigler as the owner of Bear Island Estates, Division 2, Block 3, Lot 3, 2.6 acres and release to him a portion of the water right 1-194C in the amount of 0.06 cfs to be listed in Tad Zigler's name. No money has been charged.

If you have any question, please contact me at (208) 524-7068.

Sincerely,

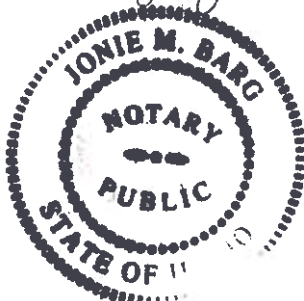


Gordon Egan, Treasurer
Bear Island Water Association

le

State of Idaho
County of Bonneville

Subscribed and sworn (or affirmed) before me
this 17th day of February, 2010



Jonie M. Berg
Residing in Idaho Falls
ID

My commission
expires July 24, 2013

ABSTRACT OF AGREEMENT FOR SALE OF
REAL PROPERTY

Notice is hereby given that on the 1st day of June, 1977,
RAY B. ANDRUS, Jr., and FAYE M. ANDRUS, his wife, of Bonneville County, Idaho;
HEBER J. ANDRUS and JUANITA ANN ANDRUS, his wife, of Phoenix, Maricopa County,
Arizona, and JACQUELINE ANDRUS, a single person, of Mesa, Maricopa County,
Arizona, herein collectively referred to as Sellers, and DAVID W. JONES and
MINA E. JONES, his wife, of Bonneville County, Idaho, herein referred to as
Buyers, entered into an agreement of sale and purchase for the property
described in the attached EXHIBIT A.

Dated this 19th day of December, 1977.

Ray B. Andrus, Jr.
Ray B. Andrus, Jr.
Heber J. Andrus
Heber J. Andrus
Attorney in fact
Attorney in fact

David W. Jones
David W. Jones

Faye M. Andrus
Faye M. Andrus
Juanita Ann Andrus
Juanita Ann Andrus
Jacqueline Andrus
Jacqueline Andrus
Attorney in fact
Attorney in fact
Mina E. Jones
Mina E. Jones

Monahan No. 190615
27 Day, Feb. 1978
At 10:30 O'clock A.M.
Robert J. Barnes
Jefferson Co. Recorder
Fee \$2.00 plus Deputy
Recorded At request of
Alpine Realty

STATE OF IDAHO
County of Bonne

ON T
undersigned, a
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STATE OF IDAHO
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County of Bonne

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STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 19th day of December, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. JONES and MINA E. JONES, his wife, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Edwin A. Blakeman
Notary Public for Idaho
Residing at Idaho Falls, Idaho

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 19th day of December, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared RAY B. ANDRUS, JR., and FAYE M. ANDRUS, his wife, known to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Edwin A. Blakeman
Notary Public for Idaho
Residing at Idaho Falls, Idaho

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 19th day of December, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared RAY B. ANDRUS, JR., known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of HEBER S. ANDRUS, JUANITA ANN ANDRUS, and JACQUELINE ANDRUS, and acknowledged to me that he subscribed the names of said persons thereto as principals, and his own name as Attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Edwin A. Blakeman
Notary Public for Idaho
Residing at Idaho Falls, Idaho

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written.

Idaho

Beginning at a poi. * that is N.89°48'E. along the section line 0.75 feet from the Witness Corner to the Meander Corner approximately 900 feet West of the West bank of the Snake River, corner to Section 35, Township 4 North, Range 37 East of the Boise Meridian and Section 2, Township 3 North, Range 37 East of the Boise Meridian; running thence N.89°48'E. 678.60 feet; thence N.10°30'W. 63.55 feet to the Southwest corner of Bear Island Estates, Division No. 1, Jefferson County, Idaho; thence along said Bear Island Estates N.10°30'W. 25.99 feet to a point of curve with a radius of 359.42 feet; thence to the right along said curve 130.27 feet; thence N.11°32'30"E. 48.57 feet to a point of curve with a radius of 1192.36 feet; thence to the right along said curve 258.93 feet; thence N.23°59'10"E. 130.00 feet to a point of curve with a radius of 3578.82 feet; thence to the right along said curve 399.58 feet; thence N.30°23'E. 687.78 feet to a point of curve with a radius of 2687.80 feet; thence to the right along said curve 399.26 feet; thence N.38°53'40"E. 142.55 feet to a point of curve with a radius of 2223.30 feet; thence to the right along said curve 398.93 feet; thence N.49°10'30"E. 175.20 feet to a point of curve with a radius of 1176.50 feet; thence to the right along said curve 278.69 feet; thence N.62°44'50"E. 1.76 feet to a point of curve with a radius of 701.61 feet; thence to the left along said curve 276.37 feet; thence N.40°10'40"E. 90.00 feet to a point of curve with a radius of 367.80 feet; thence to the left along said curve 366.26 feet; thence N.16°53'40"W. 3.00 feet to a point of curve with a radius of 1479.30 feet; thence to the right along said curve 259.33 feet; thence N.6°51'W. 147.69 feet to the Northwest corner of said Bear Island Estates; thence N.6°51'W. 360.00 feet; thence N.78°30'W. 100.00 feet; thence N.31°E. 399.94 feet; thence N.39°42'05"W. 216.15 feet; thence N.50°39'55"W. 395.94 feet; thence S.72°42'04"W. 86.71 feet; thence S.56°18'17"W. 145.34 feet; thence S.29°31'27"W. 172.18 feet; thence S.21°51'21"W. 130.28 feet; thence S.38°36'45"W. 97.74 feet; thence S.25°41'12"W. 267.12 feet; thence S.35°46'10"W. 145.37 feet; thence S.52°24'10"W. 92.33 feet; thence S.82°08'37"W. 74.94 feet; thence N.86°40'10"W. 214.21 feet; thence S.76°41'46"W. 169.47 feet; thence S.45°29'26"W. 93.31 feet; thence S.24°32'19"W. 242.17 feet; thence S.2°49'E. 351.47 feet; thence S.3°25'51"W. 100.34 feet; thence S.15°21'24"W. 212.25 feet; thence S.15°43'02"W. 395.36 feet; thence S.29°26'41"W. 130.55 feet; thence S.36°28'58"W. 466.97 feet; thence S.47°10'05"W. 166.61 feet; thence S.52°06'04"W. 446.09 feet; thence S.32°02'28"E. 367.43 feet; thence S.57°57'37"W. 30.00 feet; thence S.32°02'23"E. 780.29 feet; thence S.12°00'33"W. 181.02 feet; thence S.27°21'43"W. 326.05 feet to the point of beginning.

EXCEPTING THEREFROM the existing highway right-of-way at the Southeast corner of above described property leaving a net area of 115.3 acres more or less.

ALSO SUBJECT to existing public roadway and utility easements through above described property.

TOGETHER WITH all water and water rights, ditch and ditch rights appurtenant thereto, including but not limited to a pro rata share of 3.5 cfs. decreed water having a priority date of June 1, 1896, and 6.0 cfs. decreed water having a priority date of April 1, 1939, and 110 acre feet of Jackson Reservoir storage water, and 191 acre feet of America Falls Reservoir storage water, it being understood and acknowledged that a pro rata interest in said water and water rights is appurtenant to lots within Bear Island Estates, Division No. 1, Jefferson County, Idaho.

SUBJECT TO all easements and rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions and accruing taxes.

THIS INDENTURE, made this 20th day of June, 19 80, between David W. and Mina E. Jones

of the party of the first part and Heber Andrus, County of Jefferson, State of Idaho, of County of Maricopa, State of Arizona, the party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten Dollars

lawful money of the United States of America to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to party of the second part's heirs and assigns, forever, all the following described real estate, situated in, County of Jefferson, State of Idaho, to-wit:

Lot 3, Block 3, Bear Island Estates, Div. #2

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to party of second part's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

David W. Jones
Mina E. Jones
STATE OF IDAHO,

County of Bonneville
On this 20th

day of June

in the year 19 80, before me

David W. and Mina E. Jones, a Notary Public in and for said State, personally appeared



known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Edwin A. Robinson
Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.

QUITCLAIM DEED

(Form No. 201)

PLATTE BY
DAVID KINGHORN, ASS.

BY

Dated June 24, 19 80

STATE OF IDAHO,

County of Jefferson

I hereby certify that this instrument was filed for record at request of

Edwin Robinson

at 55 minutes past 2:00

o'clock P. M., this 24 day of

June, 19 80, in my

office, and duly entered in Book

at page

Robert G. Davis

By Thomas A. Allen

Deputy.

Fees \$ 0.00

Mail to

AFTER RECORDING RETURN TO

THIS INDENTURE, made this 20th day of June, 19 80,
between David W. and Mina E. Jones

of _____, County of Jefferson, State of Idaho,
the party of the first part and Heber Andrus

County of Maricopa, State of Arizona, the party of the second part,
WITNESSETH, that the party of the first part, for and in consideration of the sum of
Ten Dollars

lawful money of the United States of America
to part of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged,
does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to
party of the second part's heirs and assigns, forever, all the following described real estate, situated in _____
County of Jefferson, State of Idaho, to-wit:

Lot 9, Block 3, Bear Island Estates, Div. #2

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
in any wise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits
thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the
said party of the second part, and to party of second part's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and
year first above written.

David W. Jones
Mina E. Jones

STATE OF IDAHO,

County of Bonneville } ss.

On this 20th day of June in the year 19 80, before me
David W. and Mina E. Jones, a Notary Public in and for said State, personally appeared

known to me to be the persons whose names are subscribed to the within instru-
ment, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

(SEAL)

Edwin A. Blighman

Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.

No. 20554

QUITCLAIM DEED

(Form No. 201)

PLATTED BY

DAVID H. HICKMAN

Dated June 24, 1980

STATE OF IDAHO,

County of Jefferson } ss.

I hereby certify that this instrument
was filed for record at request of

Edwin Blighman

at _____ minutes past 3:00

o'clock P.M., this 24 day of

June, 19 80, in my

office, and duly entered in Book

of _____ at page _____

By *Robert J. Barnes*

Ex-Officio Recording

By *Sharon M. Blighman* Deputy.

Fees \$ 2.00

Mail to _____

AFTER RECORDING RETURN TO

THIS INDENTURE, made this 25TH day of MARCH, 19 91,
between DAVID W. JONES AND MINA E. JONES, HUSBAND AND WIFE

of _____, County of _____, State of IDAHO,
the party of the first part and RAY E. ANDRUS & FAYE M. ANDRUS, HUSBAND AND WIFE; AND JUANITA ANN
ANDRUS, AND JACQUELINE ANDRUS of _____

County of _____, State of _____, the party of the second part,
WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN DOLLARS

AND OTHER VALUABLE CONSIDERATION Dollars
lawful money of the United States of America

to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by
these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to party of the second
part's heirs and assigns, forever, all the following described real estate, situated in

JEFFERSON, County of IDAHO, State of Idaho, to-wit:

SEE ATTACHED EXHIBITS

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof,
TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances unto the said
party of the second part, and to party of second part's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.
IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first
above written.

David W. Jones
DAVID W. JONES

Mina E. Jones
MINA E. JONES

STATE OF IDAHO,

County of JEFFERSON }

On this 25TH day of MARCH, in the year 19 91, before me
THE UNDERSIGNED, a Notary Public in and for said State, personally appeared
DAVID W. JONES AND MINA E. JONES

known to me to be the person(s) whose name(s) ARE subscribed to
the within instrument, and acknowledged to me that THEY executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.



RECEIVED BY
DESSOR
PLATTING

Notary Public for the State of Idaho.

5-23-91 Time 4:18 Residing at Laramie, Idaho.

5-20-91

No. <u>259460</u>	
QUITCLAIM DEED (Form No. 301)	
TO	
Dated <u>2.25</u> , 19 <u>91</u>	
STATE OF IDAHO,	
County of <u>Jefferson</u>	
I hereby certify that this instrument was filed for record at request of <u>Ray E. Andrus & Faye M. Andrus</u> at <u>27</u> minutes past <u>12</u> o'clock <u>P.</u> M., this <u>25</u> day of <u>March</u> , 19 <u>91</u> , in my office, and duly recorded as microfilm No. _____	
By <u>Lorrie Keller</u> Ex-Officio Recorder	Deputy _____
Fees \$ <u>9.00</u>	
Mail to _____	
AFTER RECORDING RETURN TO	
Furnished by:	
First American Title Co. 110 North Clark P.O. Box 405 Rigby, Idaho 83442	

EXHIBIT A

Beginning at a point that is N89°48'E along the section line 0.75 feet from the Witness Corner to the Meander Corner approximately 900 feet West of the bank of the Snake River, common to Section 35, Township 4 North, Range 37 East of the Boise Meridian and Section 2 Township 3 North, Range 37 East of the Boise Meridian; running thence N89°48'E 678.60 feet; thence N10°30"W 63.55 feet to the Southwest corner of Bear Island Estates, Division No. 1, Jefferson County, Idaho; thence along said Bear Island Estates N10°30"W 25.99 feet to a point of curve with a radius of 359.42 feet; thence to the right along said curve 138.27 feet; thence N11°32'30"E 48.57 feet to a point of curve with a radius of 1192.36 feet; thence to the right along said curve 258.93 feet; thence N23°59'10"E 130.00 feet to a point of curve with a radius of 3578.82 feet; thence to the right along said curve 399.58 feet; thence N30°28"E 687.78 feet to a point of curve with a radius of 2687.80 feet; thence to the right along said curve 399.26 feet; thence N38°53'40"E 140.00 feet to a point of curve with a radius of 2223.30 feet; thence to the right along said curve 398.93 feet; thence N49°10'30"E 170.20 feet to a point of curve with a radius of 1176.50 feet; thence to the right along said curve 278.69 feet; thence N62°44'50"E 1.76 feet to a point of curve with a radius of 701.61 feet; thence to the left along said curve 276.37 feet; thence N40°10'40"E 90.00 feet to a point of curve with a radius of 367.80 feet; thence to the left along said curve 366.36 feet; thence N16°53'40"W 3.00 feet to a point of curve with a radius of 1479.30 feet; thence to the right along said curve 259.33 feet; thence N6°51'W 140.69 feet to the Northwest corner of said Bear Island Estates; thence N6°51'W 360.00 feet; thence N28°30'W 100.00 feet; thence N31°E 309.94 feet; thence N39°42'06"W 216.15 feet; thence N50°39'55"W 395.94 feet; thence S72°42'04"W 86.71 feet; thence S56°18'17"W 145.34 feet; thence S29°31'27"W 172.18 feet; thence S21°51'21"W 130.28 feet; thence S38°35'45"W 97.74 feet; thence S25°41'12"W 267.12 feet; thence S35°46'10"W 145.37 feet; thence S52°24'10"W 92.33 feet; thence S82°08'37"W 74.94 feet; thence N8°40'10"W 214.21 feet; thence S76°41'46"W 169.47 feet; thence S45°29'26"W 93.31 feet; thence S24°32'19"W 242.17 feet; thence S2°49'E 351.47 feet; thence S1°25'51"W 100.34 feet; thence S15°21'24"W 212.85 feet; thence S15°43'02"W 395.36 feet; thence S28°28'41"W 130.53 feet; thence S36°28'58"W 466.97 feet; thence S47°10'05"W 160.61 feet; thence S52°06'04"W 446.09 feet; thence S32°02'23"E 387.48 feet; thence S57°57'37"W 30.00 feet; thence S32°02'23"E 780.29 feet; thence S52°00'33"W 481.00 feet; thence S27°21'W 326.05 feet to the point of beginning.

-----writat:

EXHIBIT A

Beginning at the Witness Corner to the Meander Corner approximately 900 feet West of the West bank of the Snake River, common to Section 35, Township 4 North, Range 37 East of the Boise Meridian and Section 2, Township 3 North, Range 37 East of the Boise Meridian; running thence N89°48'E along the section line 0.75 feet; thence N27°21'E 326.05 feet; thence N52°00'33"E 481.08 feet; thence N32°02'23"W 780.29 feet; thence N57°57'37"E 30.00 feet; thence N32°02'23"W 387.45 feet; thence N52°06'04"E 446.09 feet; thence N47°10'05"E 160.61 feet; thence N36°28'58"E 466.97 feet; thence N28°28'41"E 30.55 feet to the TRUE POINT OF BEGINNING; running thence S50°40'E 355.00 feet; thence N51°27'42"E 986.73 feet; thence S22°E 490.00 feet to a point on the Northwestern edge of Bear Island Estates, Division No. 1; Jefferson County, Idaho; said point being at a point of tangent of a 2223.30 foot radius curve; thence N49°10'30"E along said Bear Island Estates, Division No. 1; 176.20 feet; to a point of curve with a radius of 1176.50 feet; thence to the right along said curve 278.69 feet; thence N62°44'50"E 1.76 feet to a point of curve with a radius of 701.61 feet; thence to the left along said curve, 276.37 feet; thence N40°10'40"E 90.00 feet to a point of curve with a radius of 367.80 feet; thence to the left along said curve 366.36 feet; thence N16°53'40"W 3.00 feet to a point of curve with a radius of 1479.30 feet; thence to the right along said curve 259.33 feet; thence N6°51'W 140.69 feet to the Northwest corner of said Bear Island Estates, Division No. 1; thence N6°51'W 360.00 feet; thence N28°30'W 100.00 feet; thence N31°E 309.94 feet; thence N39°42'05"W 216.15 feet; thence N50°39'55"W 396.94 feet; thence S72°42'04"W 86.71 feet; thence S56°18'17"W 145.34 feet; thence S29°31'27"W 172.18 feet; thence S21°51'21"W 130.28 feet; thence S38°35'45"W 97.74 feet; thence S25°41'12"W 267.12 feet; thence S35°46'10"W 145.37 feet; thence S52°24'10"W 92.33 feet; thence S82°08'37"W 74.94 feet; thence N86°40'10"W 214.21 feet; thence S76°41'46"W 169.47 feet; thence S45°29'26"W 93.31 feet; thence S24°32'19"W 242.17 feet; thence S2°49'E 351.47 feet; thence S3°25'51"W 100.34 feet; thence S15°21'24"W 212.86 feet; thence S15°43'02"W 395.36 feet; thence S28°28'41"W 100.00 feet to the TRUE POINT OF BEGINNING.

WARRANTY DEED

For Value Received

RAY B. ANDRUS JR. AND FAYE M. ANDRUS, HUSBAND AND WIFE,
JUANITA ANN ANDRUS and JACQUELINE ANDRUS

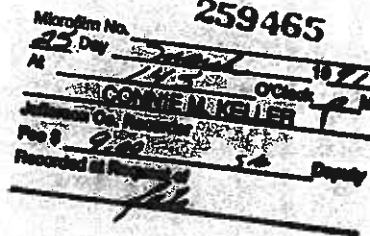
hereinafter called the Grantor, does hereby grant, bargain, sell, and convey unto

LLOYD C. BROWN and SHANNON BRENNAN BROWN, husband and wife

hereinafter called the Grantee, whose current address is

the following described premises, to-wit:
LOTS 1 AND 3, BLOCK 3, BEAR ISLAND ESTATES, DIVISION NO. 2, JEFFERSON COUNTY,
IDAHO.

SUBJECT TO: ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS, RESERVATION
AS APPLICABLE BUILDING AND ZONING ORDINANCES AND USE REGULATIONS AND
RESTRICTIONS OF RECORD, AND PAYMENT OF ACCRUING PRESENT YEAR TAXES AND
ASSESSMENTS AS AGREED TO BY PARTIES ABOVE.



TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, the Grantee's heirs and assigns forever. And the said Grantor does
hereby covenant to and with the said Grantee, that the Grantor is the owner in
fee simple of said premises; that said premises are free from all incumbrances
except as hereinabove set forth and that the Grantor will warrant and defend the
same from all lawful claims whatsoever.
Dated: MARCH 15, 1991

Ray B. Andrus Jr.
RAY B. ANDRUS JR.

Faye M. Andrus
FAYE M. ANDRUS

Juanita Ann Andrus
JUANITA ANN ANDRUS

Jacqueline Andrus
JACQUELINE ANDRUS

STATE OF IDAHO)

COUNTY OF Jefferson) ss

On this 20th day of March, in the year 1991, before
me, a Notary Public in and for said State, personally appeared RAY B. ANDRUS JR.,
FAYE M. ANDRUS, known or identified to me to be the person(s) whose name(s)
is/are subscribed to the within Instrument, and acknowledged to me that
he/she/they executed the same.

E. Clayton
Notary Public of Idaho
Residing at 1000 Idaho
Commission Expires 12-31-95

RECEIVED BY
ASSESSOR
For PLATTING
Date 3-25-91 Time 4:15 p.m.

STATE OF California)
COUNTY OF San Diego) ss

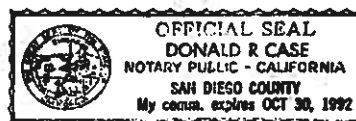
On this 15th day of MARCH 1991, before me, a
Notary Public in and for said State, personally appeared _____

JACQUELINE ANDRUS

known or identified to me to be the person whose name is/are subscribed to
the within instrument, and acknowledged to me that She executed the
same.

In Witness whereof, I have hereunto set my hand and affixed by official seal
day and year in this Certificate first above written.

Ronald R. Case
Notary Public for the State of California
Residing at: La Mesa
Commission Expires: 10/30/92



STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this 22 day of March 1991, before me, a
Notary Public in and for said State, personally appeared _____

JUANITA ANN ANDRUS

known or identified to me to be the person whose name is/are subscribed to
the within instrument, and acknowledged to me that s he executed the
same.

In Witness whereof, I have hereunto set my hand and affixed by official seal
day and year in this Certificate first above written.

 Notary Public for the State of ARIZONA
Residing at: Valley Park
Commission Expires: My Commission Expires Dec. 1, 1993

Warranty Deed

For Value Received

LLOYD C. BROWN AND SHANNON BRENNAN BROWN, HUSBAND AND WIFE BY LLOYD C. BROWN
AS ATTORNEY IN FACT FOR SHANNON BRENNAN BROWN
the grantor(s) do hereby grant

TRENT OLAVESON AND ANGELA OLAVESON, HUSBAND AND WIFE

whose current address is

806 BOX GLOVE CT., NEWMAN, CA 95350

the grantor(s), the following described premises, in JEFFERSON County Idaho, to wit:

LOT 3, BLOCK 3 OF THE BEAR ISLAND ESTATES DIVISION #2, JEFFERSON
COUNTY, IDAHO AS PER THE RECORDED PLAT THEREOF.

RECEIVED BY
ASSESSOR
For PLATTING
Date 6-6-95 Time 3:25 P.M.

Microfilm No **276893**
15 Day June 19 95
At 3:51 P.M.
CONNIE M. KELLER
Jefferson Co., Recorder
For \$ 3.00 Deputy
Recorded at Request of AST

SUBJECT TO: ALL EXISTING PATENT RESERVATIONS, EASEMENTS, RIGHTS OF WAY,
PROTECTIVE COVENANTS, ZONING ORDINANCES, AND APPLICABLE BUILDING CODES,
LAWS AND REGULATIONS.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s)
THEIR heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said
Grantee(s), that they ARE the owner(s) in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: JUNE 6, 1995

Lloyd C. Brown

LLOYD C. BROWN

Shannon Brennan Brown by
Lloyd C. Brown her attorney
in fact

SHANNON BRENNAN BROWN BY LLOYD C. BROWN
HER ATTORNEY IN FACT

STATE OF IDAHO, COUNTY OF BONNEVILLE
On this 6TH day of JUNE, 19 95
before me, a notary public in and for said State, personally appeared

LLOYD C. BROWN

known to me to be the person whose name IS
subscribed to the within instrument, and acknowledged to me that
HE executed the same.

Dennis M. Croft
Notary Public
Residing at IDAHO FALLS
Comm. Expires 02/27/98

STATE OF IDAHO COUNTY OF BONNEVILLE
ON THIS 6TH DAY OF JUNE, 1995 BEFORE ME, A
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY
APPEARED LLOYD C. BROWN KNOWN TO ME TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN
INSTRUMENT AS THE ATTORNEY IN FACT OF SHANNON
BRENNAN BROWN AND ACKNOWLEDGED TO ME THAT HE
SUBSCRIBED THE NAME OF SHANNON BRENNAN BROWN
THERETO AS PRINCIPAL, AND HIS OWN NAME ATTORNEY
IN FACT.

Dennis M. Croft
RESIDING AT IDAHO FALLS, ID
COMM. EXPIRES 02/27/98

1-13-ab 2-ab

Microfilm No. 193
25 Day July 1978
At 10:22 O'Clock a M
Robert J. Barnes
Jefferson Co. Recorder
Fee \$5.00 kls Deputy
Recorded At request of
Planning Commission

PROTECTIVE COVENANTS FOR BEAR ISLAND ESTATES
DIVISION NO. 2, JEFFERSON COUNTY,
IDAHO

THIS INDENTURE, made and executed this 1st day of January, 1978.

WITNESSETH: WHEREAS, the undersigned are all of the owners of all the land contained within the boundary of Bear Island Estates, Division No. 2, to Jefferson County, Idaho, and the plat of said subdivision having been duly filed and recorded in the office of the Recorder of Jefferson County, State of Idaho, in Book , of Plats at Page , Instrument No. and which is more particularly described as follows:

Lots 37 through 56, inclusive, in Block 1;
Lots 1 through 8, inclusive, in Block 2, and
Lot 1, Block 3, all of Bear Island Estates,
Division No. 2, Jefferson County, Idaho.

WHEREAS, the undersigned owners of the hereinabove described tract deem it necessary and desirable for the protection and benefit of present and subsequent purchasers and owners of said lots that certain reasonable restrictions be imposed as a general plan for the use, occupancy and improvement thereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the following restrictions are hereby created and declared to be covenants running with the title and land hereinabove described and each and every part thereof and the undersigned owners declare that said land is to be owned, held, and conveyed by the respective grantees thereof, and their heirs and assigns, subject to the following restrictions, reservations and covenants hereinafter set forth:

(1) Term and Area of Application. The Covenants contained herein, in their entirety, shall apply to the above described lots. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them or for a period of twenty-five years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless and until a signed instrument be a majority of the owners of the lots has been recorded agreeing to discharge the covenants in whole or in part.

(2) Area

shall be composed of the committee in event of death or members shall have then record owners the power to alter recorded, written designated representative for services performed, erected, placed or specifications and been approved by the workmanship and materials structures, and as footage and finish disapproval as recorded event the committee or disapprove with been submitted to prior to the completion to have been fully

(3) Land

residential purposes not be further subdivided as a residential or permitted to be dwelling not to be more than three acres approved by the Planning Commission which are approved storage facilities approved by the Planning Commission and the Planning Commission to record

Microfilm No. 193424
25 Day July 1978
At 10:22 O'Clock a M.
Robert J. Barnes
Jefferson Co. Recorder
Fee \$5.00 kls Deputy
Recorded At request of
Planning Commission

(2) Architectural Control. The Architectural Control Committee shall be composed of David Jones, Mina Jones and Ed Bloxham. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to appoint a successor. At any time the then record owners of the two-thirds of the above described lots shall have the power to alter the membership or authority of the committee by duly recorded, written instrument. Neither the members of the committee or any designated representative of the committee shall be paid any compensation for services performed pursuant to this covenant. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of all structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to the topography, square footage and finished grade elevation. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative shall fail to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or if no suit to enjoin construction has been commenced prior to the completion thereof, the applicable covenants shall be deemed to have been fully complied with.

(3) Land Use and Building Type. No lot shall be used except for residential purposes. Lots shall be conveyed only as entire lots and shall not be further subdivided nor shall any portion of a lot be in any way used as a residential lot. No building shall be erected, altered or placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars on any building site, unless otherwise permitted and approved by the Architectural Control Committee. Any additional structures which are approved shall not be used for purposes other than a boat house, storage facility, or such other suitable purposes as meet the prior written approval of the Architectural Committee. All structures exceeding one story shall maintain six inches additional side yard for each additional one foot over fourteen feet height, same to be measured from foundation to ridge. The ground floor area of the main structure, exclusive of one story porches, shall be not less than 1,200 square feet. At no time is

Archi- tectural Control Committee

Bloxham. A majority

act for it. In the

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l, altered or placed,

atched single family

private garage for not

otherwise permitted and

any additional structures

other than a boat house,

is meet the prior written

tructures exceeding one

rd for each additional

ured from foundation

ure, exclusive of one

feet. At no time is

an owner of a lot required to build, but once construction is started, the exterior portion of the building will be completed within a period of one year from date of initial excavation.

The right to fish in the Snake River along or adjacent to property within the subdivision or owned by the undersigned in the vicinity thereof, shall be limited to the owners of lots or their immediate families and guests. Subsequent purchasers of lots within the subdivision, their families, guests and visitors, heirs and assigns, covenant and agree by acceptance of the within protective covenants that the undersigned, their heirs and assigns and all agents and employees of Bear Island Estates, its successors and assigns shall not be responsible for any injuries to person or property resulting from use of waters, beaches, lots within the subdivision or property owned by the undersigned adjacent thereto.

(4) Building Location. No building shall be located on any lot nearer than 30 feet to the inside line of the access roadway easement along the front of a lot, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet from any side lot line to an eave line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line, excluding alley or roadway, unless approved by the Architectural Control Committee. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No fence shall be erected or hedge maintained nearer to any street than the minimum set-back line, except a hedge of not more than three feet in height.

(5) Temporary Dwellings. No structure of temporary character whatever or trailer or mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at this or any time as a residence either temporarily or permanently.

(6) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and except not to exceed one horse and its offspring per member of family and 4 head of cattle, 10 rabbits and 4 sheep may be allowed with each family unit.

(7) Maintenance and Refuse Disposal. All buildings shall be kept in a sanitary condition. Trash, garbage and waste shall not be kept except in sanitary containers, and all containers for the storage or disposal of such material shall be kept in a clean and sanitary condition and all garbage or refuse therein shall be promptly taken or carried away. Dumping of garbage or refuse on other lands or in the Snake River is prohibited. Junk or unlicensed vehicles are prohibited from remaining on any lot or adjacent property and may be removed or disposed of at the owners' expense. No trucks, graders or other construction equipment may be parked on any property excepting as may be required during actual periods of construction.

(8) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

(9) Signs and Access Control. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

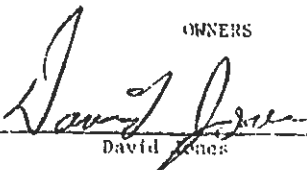
(10) Easements. Easements for installation, maintenance and repair of all utilities and streets are reserved as shown on the recorded plat.

(11) Enforcement. These covenants may be enforced by an action at law or in equity against any person or persons violating or attempting to violate the same, and such action may be either for the purpose of restraining such violation or for the recovery of damages.

(12) Amendments. These covenants may be amended at any time by a vote of the then record owners or two-thirds of the lots in the subdivision covered by these covenants. Such amendments shall be effective from and after the date the same shall be filed in the office of the Recorder of Jefferson County, Idaho.

Executed by the undersigned owners on the day and year first above written.

OWNERS


David Jones


Nina Jones

STATE OF IDAHO)
) ss.
COUNTY OF BONNEVILLE)

On this 14 day of January, 1978, before me, the undersigned,
a Notary Public in and for the State of Idaho, personally appeared DAVID
JONES and MINA JONES, his wife, known to me to be the persons whose
names appear in the above and foregoing instrument and acknowledged to
me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.


Notary Public for Idaho
Residing at Idaho Falls, Idaho

the tract of land surveyed, that I have surveyed
attached hereto described in the Boundary Description
the ground according to the State Law and the map
shown hereon.

STATE OF IDAHO
CERTIFICATE No. 827

Garth R. Cunningham
GARTH R. CUNNINGHAM, L.S.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: That we the under-
signed Owners of the tract of land described in the
Boundary Description hereon have caused the same
to be subdivided into blocks, lots and streets to be here-
after known as the "BEAR ISLAND ESTATES" DIVISION No. 2
and we do hereby dedicate all streets and easements
shown on the map attached hereto to the use of the
PUBLIC forever.

IN WITNESS WHEREOF: We have hereunto set our hands
this 22nd day of June, A.D., 1978.

David W. Lewis Wm E. Jones

State of IDAHO
County of

ACKNOWLEDGEMENT

BE IT REMEMBERED: that on this 22nd day of June, 1978
Personally appeared before me, the undersigned Notary
Public in and for said State and County, the